

**FEDERAL FACILITY COMPLIANCE AGREEMENT
BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR'S BUREAU OF
INDIAN EDUCATION
AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

I. SCOPE AND PURPOSE

1. The purpose of the undersigned Parties in entering into this Federal Facility Compliance Agreement ("Agreement") is to address the use of chemicals regulated under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 *et seq.*, at the Jeehdeez'a Elementary School ("School") and to further the goals of FIFRA. It is the objective of all provisions and obligations of this Agreement to cause the School to come into and remain in full compliance with FIFRA.

II. JURISDICTION

2. The United States Environmental Protection Agency, Region IX ("EPA" or "EPA Region IX") and the United States Department of the Interior's Bureau of Indian Education ("BIE"), enter into this Agreement pursuant to FIFRA and Executive Order No. 12088 to achieve and maintain compliance with FIFRA.

III. PARTIES

3. The Parties to this Agreement are EPA and BIE.

4. Any officer, agent, contractor, servant, or employee of the BIE that may exercise authority or execute ministerial actions that come within the scope of this Agreement, including School officers, agents, contractors, servants, employees, successors, assigns, and all persons, departments, agencies, firms, and corporations in active concert or participation with them, will take all necessary steps to ensure compliance with the provisions of this Agreement.

5. The School shall give written notice of this Agreement to any prospective successor in interest. At least ninety (90) calendar days prior to transfer of ownership or operation of the School, the School shall give written notice of such transfer or change in ownership or operation to EPA at the address given below in paragraph 15.

6. The undersigned representative of each Party to this Agreement certifies that s/he is fully authorized by the Party whom s/he represents to enter into the terms and conditions of the Agreement and to execute and legally bind that Party to it.

IV. FINDINGS OF FACT

7. For the purposes of this Agreement, the following constitutes a summary of the findings upon which this Agreement is based. The facts related herein shall not be considered admissions by any Party. This section contains findings of fact determined solely by the Parties and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.

8. On July 24, 2019, Douglas McDaniel, Manager of the Toxics Section of EPA Region IX's Enforcement and Compliance Assurance Division, issued a Notice of Warning (Reference Number: F-09-2019-4622) to Bart Stevens, Regional Director for the Navajo Regional Office of the Bureau of Indian Affairs, describing the Navajo Nation Environmental Protection Agency's ("NNEPA") findings following NNEPA's investigation of an April 4, 2018 incident.

9. The Notice of Warning relates NNEPA's allegations that on April 4, 2018, School maintenance worker Mr. Ambrose Ben applied the herbicidal product Opti-Kill, EPA Registration Number 1767-159-6614, to School grounds. NNEPA alleges that Mr. Ben:

- A. Improperly diluted Opti-Kill with water;
- B. Applied Opti-Kill in recreational areas;
- C. Applied Opti-Kill in a manner that allowed contact to other persons; and
- D. Allowed Opti-Kill to contact his clothing and did not immediately remove and wash the clothing.

10. EPA's Notice of Warning alleges that each of the actions described in paragraph 8(A)-(D) above was inconsistent with Opti-Kill's labeling and therefore violated FIFRA § 12(a)(2)(G). The Notice of Warning advised BIA that the agency must "take all necessary action to ensure that any further use, storage and disposal of pesticides and pesticide container disposal takes place in accordance with the directions on the pesticide label, and in full compliance with the provisions of FIFRA."

11. EPA's Notice of Warning concluded by stating that it "is strongly recommended that you enter into a Federal Facilities Compliance Agreement (FFCA) with US EPA and NNEPA to memorialize what steps your agency is taking to ensure that you will return to compliance with FIFRA and its implementing regulations."

V. COMPLIANCE PROGRAM

12. To ensure compliance with FIFRA and its implementing regulations as recommended by EPA in its Notice of Warning, the School agrees to take the following steps:

- A. School staff shall not use herbicides of any kind. Unwanted plants shall be removed or controlled by School staff only manually. The School has acquired additional lawncare equipment to facilitate manual removal of unwanted plants and will maintain lawncare equipment sufficient to allow for manual plant removal and control.
- B. If the School requires the use of herbicides, the School will only use products that are classified for general use and will contract for such services with a certified applicator.
- C. Any pesticide product classified as restricted use must be applied by a commercial applicator who possesses appropriate certification as required by FIFRA, EPA guidance and its FIFRA regulations.
- D. School staff shall not use other chemicals regulated under FIFRA except cleaning products that are general use pesticides as articulated at 12.H below. Insects, rodents, and other pests shall be controlled without chemicals and/or through pesticides that are classified for general use and applied by a certified applicator.

- E. The School currently receives the services of a certified applicator for its pest control needs. Information regarding this certified applicator is attached to this Agreement as Exhibit 1, and this information shows the applicator to be certified as a **private** applicator. Certification as a private applicator is not sufficient to show that a person possesses the appropriate certification as a commercial applicator to apply any restricted use pesticide at the school. The definitions of certified applicator, commercial applicator, and private applicator can be found at Section 2(e)(2) of FIFRA, 7 U.S.C. 136(e)(2).
- F. The School shall not keep, store, or maintain any chemical regulated under FIFRA on School grounds, except as articulated at 12.H below.
- G. The School shall fund the requirements of this Compliance Program through its Facilities Management budget.
- H. This Agreement is not intended to prevent the lawful use by the School of cleaning products that are also regulated by FIFRA for the control of mold, bacteria, germs, and viruses. EPA strongly encourages training of custodial staff on cleaning products that are regulated by FIFRA, and the development of written plans that address protocols, and procedures for storage, use, and disposal. See for example <https://www.epa.gov/iaq-schools/epa-supports-healthy-indoor-environments-schools-during-covid-19-pandemic>. The School shall consult relevant EPA guidance and, if the School identifies any school staff authorized to purchase, store, and use cleaning products that are also regulated by FIFRA for the control of mold, bacteria, germs, and viruses, the School shall ensure that such activities are conducted in compliance with FIFRA. Compliance with FIFRA includes using products registered with EPA that are approved by EPA for the intended use, and ensuring that every person authorized by the School to use such chemicals reads and follows product label instructions.

VI. REPORTING

13. Each year this Agreement is in effect, BIE shall by the anniversary of the effective date submit an annual report to the EPA contact identified below. This report shall either certify compliance by BIE at the School with the provisions of this Agreement during the preceding year or identifying each incidents of noncompliance and provide updates on actions taken, including meeting deadlines and milestones, in order for the School to return to compliance. In the event of any noncompliance with this Agreement, the School shall submit a communication to EPA by email no later than forty-eight (48) hours following the incident of noncompliance that shall state and describe at minimum:

- A. The cause of any failure to comply with this agreement;
- B. The actions which the School is currently taking to correct any noncompliance with this Agreement;
- C. Proposed deadlines and milestones to return to compliance with this Agreement; and
- D. A description of any other matters relevant to the status of the School's compliance with this Agreement.

14. The School shall copy NNEPA on any communications described in paragraph **13** to ensure NNEPA's situational awareness.

15. Unless specified otherwise by EPA, when written notification to or communication with EPA is required by the terms of this Agreement, it shall be addressed as follows:

Julie Jordan
Toxics Branch
Enforcement and Compliance Assurance Division
U.S. EPA, Region IX
jordan.julie@epa.gov

In addition to the primary EPA contact identified above, email communications should be cc-ed to:

Matt Salazar
Manager, Toxics Branch
Enforcement and Compliance Assurance Division
U.S. EPA, Region IX
Salazar.Matt@epa.gov

Margaret Alkon
Attorney, Office of Regional Counsel
U.S. EPA, Region IX
Alkon.Margaret@epa.gov

16. Unless specified otherwise by NNEPA, when written notification to or communication with EPA is required by the terms of this Agreement and the School is required to copy NNEPA by the terms of this Agreement, the written notification or communication shall be addressed as follows:

Jefferson Biakeddy, Sr. Environmental Specialist
Navajo Nation EPA Pesticide Program
Office (928) 871-7810 & Cell (928) 313-4127
jbiakeddy@navajo-nsn.gov

17. All submissions provided pursuant to this Agreement shall be signed by the School Principal or an officer of the School acting as Principal at the time of the submission. Each submission shall include the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

18. Compliance with the terms of this Agreement in no way affects or relieves the School of its obligation to comply with all applicable requirements of FIFRA and regulations promulgated thereunder, or other applicable requirements of Federal, state, or local law.

VIII. RIGHT OF ENTRY

19. EPA, its contractors, and other authorized representatives shall have the right to enter the School to conduct any inspection, including but not limited to records inspection, sample testing, or monitoring they believe is necessary to determine the School's compliance with this Agreement.

IX. DISPUTE RESOLUTION

20. In the event of any conflict involving violations of this Agreement, EPA, the School's Principal or officer acting as Principal, and the Education Program Administrator overseeing the School shall meet promptly and work in good faith in an effort to reach a mutually agreeable resolution of the dispute.

21. Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. In addition, during the pendency of any dispute, the School agrees that it shall continue to implement those portions of this Agreement which are not in dispute.

22. The Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. With respect to EPA, "Project Manager" means the EPA contact identified in this Agreement or any duly identified successor. With respect to the School, "Project Manager" means the School Principal or School officer acting as Principal or any duly identified successor.

23. Within fourteen (14) days after any action which leads to or generates a dispute, the School shall submit to EPA a written statement of dispute setting forth the nature of the dispute, the School's position with respect to the dispute, and the information the School is relying upon to support its position.

22. Upon EPA's receipt of the written statement of dispute from the School, the Parties shall engage in dispute resolution among the Project Managers and/or their immediate supervisors. The Parties shall have fourteen (14) days from the receipt by EPA of the written statement of dispute to resolve the dispute. During this period, the Project Managers shall meet or confer as many times as necessary to discuss and attempt resolution of the dispute.

23. If the Parties cannot come to an agreement on issue(s) related to the dispute within this fourteen (14) day period, the School may, within ten (10) days after the conclusion of the fourteen (14) days dispute resolution period, submit a written notice to EPA elevating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If BIE does not elevate the dispute to the DRC within this ten (10) day period, BIE shall be deemed to have agreed with US EPA's position with respect to the dispute.

24. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached pursuant to the foregoing paragraphs in this Section. Following elevation of a dispute to the DRC, the DRC shall have thirty (30) days to unanimously resolve the dispute. EPA's designated representative on the DRC is the immediate supervisor of the Manager of the Toxics Branch of EPA Region 9's Enforcement and Compliance Division and the Attorney selected by the Region 9 Office of Regional Counsel. The School's designated representative on the DRC shall be the Education Program Administrator overseeing the School and an Attorney-Advisor selected by the Regional Solicitor for the Department of the Interior's Office of the Solicitor, Southwest Region. Delegation of the authority from a Party's representative on the DRC to an alternate shall be provided to the other Party within seven (7) days of delegation.

25. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within twenty-one (21) days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Regional Administrator of EPA Region IX for final resolution of the dispute. In the event that the dispute is not elevated to the Regional Administrator of EPA Region IX within the designated twenty-one (21) day period, the School shall be deemed to have agreed with EPA's final position declared during the dispute resolution process.

26. Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the School shall incorporate the resolution and final determination into an appropriate statement of work, plan, schedule, or procedures and proceed to implement this determination according to that statement of work, plan, schedule, or procedures.

27. Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the Agreement.

X. FORCE MAJEURE

28. The School's obligations under the Compliance Program Section of this Agreement shall be performed as set forth in this Agreement unless performance is prevented or delayed by a force majeure event. For purposes of this Agreement, "force majeure" is defined as any event arising from causes beyond the control of the School or of entities controlled by the School, including but not limited to contractors and subcontractors, which could not be overcome by the due diligence of the School or the entities controlled by the School, which delays or prevents the performance of any obligation under this Agreement, including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this Agreement. Force majeure shall not include increased costs of performance of any activity required by this Agreement or the failure to apply for any required permits or approvals or to provide all information required in a timely manner, nor shall it include the failure of contractors or employees to perform or the avoidable malfunction of equipment.

29. If the School is having difficulty meeting its obligations as set forth in this Agreement due to a force majeure event, it shall notify EPA promptly by telephone of any change in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this Agreement. In addition, within fourteen (14) days of the occurrence of circumstances causing such difficulty, it shall provide a written statement to EPA of the reason(s), the anticipated duration of the event and delay, the measures taken and to be taken to prevent or minimize the time and effects of failing to perform or delaying any obligation, and the timetable for the implementation of such measures. Failure

to comply with the notice provisions shall constitute a waiver of any claims of force majeure. The School shall take all reasonable measures to avoid and/or minimize any such delay.

30. The burden of proving that any delay is caused by circumstances entirely beyond the control of the School shall rest with School.

XI. MODIFICATIONS

31. The requirements, timetable, and deadlines under this Agreement may be modified upon receipt of a timely request for modification and when good cause exists for the requested modification. Any request for modification by the School shall be submitted in writing and shall specify: the requirement, timetable, or deadline for which a modification is sought; the length of the extension sought; the good cause for the extension; and any related requirement, timetable, deadline or schedule that would be affected if the extension were granted.

32. Good cause exists for a modification when sought in regard to: a force majeure; a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; a delay caused by failure of a regulatory agency to perform its duties in a timely manner where regulatory action is necessary to proceed with construction and where the School has made a timely and complete request for action from EPA; and any other event or series of events that the Parties mutually agree constitutes good cause.

33. Within twenty-one (21) calendar days of receipt of a request for a modification, EPA shall advise the School of its position on the request. If EPA does not concur in the extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

XII. FUNDING

34. All obligations of the School arising under this Agreement will be fully funded. The School has already expended funds necessary to provide lawncare equipment allowing for manual removal of unwanted plants, and will continue to maintain the equipment it needs to do so. While no additional funds are currently needed, the School agrees to use every legally available mechanism to seek sufficient funding through the BIE and/or BIA budgetary process to fulfill its obligations under the Agreement should it require additional funds.

35. Provisions herein shall not be interpreted to require obligations or payment of funds in violations of the Anti-Deficiency Act, 31 U.S.C. §1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted within the terms delineated in this Agreement.

36. If funds are not available to fulfill BIE's obligations under this FFCA, US EPA reserves the right to initiate an action against any other person, or to take any action which would be appropriate absent this agreement.

XIII. GENERAL PROVISIONS

37. This Agreement was negotiated and executed by the parties in good faith to ensure compliance with the law. No part of this Agreement constitutes or should be interpreted or construed as an admission of fact or of liability under Federal, state or local laws, regulations, ordinances, or common law or as an admission of any violations of any laws, regulations, ordinances, or common law. By entering into this Agreement, BIE does not waive, other than as to the enforcement of this Agreement pursuant to the terms contained herein, any claim, right, or defense that it might raise in any other proceeding or action.

38. Terms and conditions of this Agreement changed by an agreed upon modification shall be enforceable as changed.

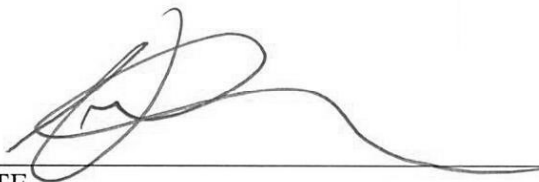
39. If any provision of this Agreement or the applications of this Agreement to any Party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the Agreement shall remain in force and shall not be affected thereby.

40. The effective date of this Agreement shall be the date on which it is signed by the last signatory.

41. The Agreement shall be effective if signed in counterparts.

42. In computing any period of time described as "days" herein, all references to "days" refer to "calendar days." The last day of a time period shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

43. This Agreement shall terminate five (5) years after its effective date.


DATE 9/16/20

Mr. Vincent Mays
Principal
Jeehdeez'a Elementary School

DATE
Dr. Edie Morris
Education Program Administrator
Bureau of Indian Education Operated Schools – Arizona

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Mr. Vincent Mays

Principal

Jeehdeez’a Elementary School

Edie R. Morris, CPA, AZ-UT BOS

09/16/2020

DATE

Dr. Edie Morris

Education Program Administrator

Bureau of Indian Education Operated Schools – Arizona

9/21/2020

DATE

MATT SALAZAR

Manager, Toxics Branch

Enforcement and Compliance Assurance Division

U.S. Environmental Protection Agency

Region IX

SCHOOL MAINTENANCE SPECIALIST (Pest Controller)
CE-4749-03

Organizational Title: Pest Controller

A. Major Duties

Conducts inspections of buildings and grounds at locations for evidence of damage and infestation by insects, rodents, predatory animals and other pests. Locates, recognizes and exterminates a wide variety of pests such as black widow spiders, roaches, silverfish, scorpions, ants, bedbugs, mice, rats, aphids, termites, elm beetles, bees, snakes, etc.

The incumbent mixes chemicals with inert carrier agent for desired mixture concentration and employs correct application techniques.

1. Selects pesticides for specific conditions and desired results. Chooses chemicals and prepares mixture in proper proportions to eradicate or control pests for a desired length of time and over a desired area. Chemicals are usually mixed with water in a ratio expressed as parts per thousand for a given area to be treated. Area is expressed in square footage or in acres. Proportions are prepared considering the maximum footage to be obtained with least danger of contamination of the environment. Restricted Use Pesticides (RUP), Rodenticides and Pyrethroid Insecticides.

2. Upon completion of treatment, annotates work orders to show date, chemical used, infestation found and other pertinent data. Updates and maintains records showing date(s) of treatment, conditions prior to treatment such as type of pest infesting the premises, chemical, concentration applied, area treated, etc. Furnishes information from records concerning these factors for annual report to NMNCA Facility Management.

3. Maintains and makes minor repairs to equipment. Changes hoses, nozzles, replaces pump, washers, packing material, etc.

4. Orders chemical and material supplies when stock inventories are depleted.

5. Proper storage, labeling and transportation of chemicals to and from destinations.

B. Factors

1. Skill and Knowledge:

Knowledge of Integrated Pest Management (IPM) and also Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

Ability to plan and lay out work and determine appropriate pest control measures.

Knowledge of the physical characteristics, lifecycles, and feeding habits of a variety of common

pests. Must know the methods employed in the location, recognition, and prevention of household, structural, nuisance, and plant pests such as ants, mosquitoes, cockroaches, rats, mice, and weeds. Ability to locate and identify pests in stored products in warehouses and commissaries.

Knowledge to make basic arithmetic computations and ability to read and interpret labels and blueprints for the purpose of applying the correct amount of pesticides, i.e., convert cubic feet to gallons.

Knowledge of the characteristics, purpose, and restrictions of various insecticides, herbicides, rodenticides and fungicides. Ability to weigh, measure and mix pesticides/herbicides in accordance with specific label directions and safety procedures. Ability to select and set various types of baits and traps.

Knowledge of spraying and dusting equipment to enable user to set controls to allow for wind, terrain, and population conditions. Ability to adjust manual spraying equipment to achieve the required dispersion rate and obtain full coverage of the area being treated.

Knowledge of safety principles, practices and requirements related to mixing, application, storage and disposal of restricted chemicals used for pest control purposes.

2. Responsibility:

Incumbent performs work under general supervision of the Agency Facility Manager (Arizona Navajo North Agency) in Tuba City, Arizona who makes area locality assignments, considering priorities, on a weekly basis. Locality assignments are made from a yearly master schedule. Priorities are rearranged based on the severity of infestation at a given location which determines required frequency of treatment. Supervising office will issue work tickets and responsible for encoding work tickets when completed.

Incumbent works with supervisor to create monthly schedule based on locality assignments. Work instructions are in the form of work orders containing assignments of locations and any specific information such as suspected mice infestation or similar information. Work orders do not specify types of chemicals to be used or other technical instructions. Incumbent plans locality sequences; selects equipment and materials from stocks) and completes assignments on own initiative utilizing standard entomology practices. Guidelines consist of handbooks, training texts and catalogs identifying pests and kinds of chemicals to be employed for specific pest eradication and control. Work is evaluated or reviewed upon completion by the results achieved.

3. Physical Effort:

Frequently lifts materials weighing over 50 pounds and carries chemical solutions and equipment weighing up to 40 pounds for extended periods. Occasionally works in cramped and inconvenient surroundings which may be tiring and uncomfortable. Frequently bends, crawls, climbs, and moves equipment and furniture.

4. Work Conditions:

Work is accomplished inside and outside in either winter or summer seasons. Inside work is performed in and under buildings that are often dirty, dusty and damp. Outside work frequently

requires long exposure to hot sun and occasionally to bad weather. Protective clothing, goggles, face masks and respirators, though often hot and uncomfortable, reduce the danger of inhaling insecticides or absorbing through the skin. Frequently is exposed to toxic vapors, liquids and powders, and to the possibility of cuts, bruises, insect bites and stings. Is exposed to injury of the hands in the operation and use of powered equipment and hand tools.

Employee is subject to work emergency call-back other than normal work hours, weekends, holidays or during scheduled leave to respond to emergency situations.

Employee is required to wear Personal Protective Equipment such as hard hat, back support, safety goggles, safety shoes, safety harness and other related protective equipment, as applicable, while working.

C. Other Work Requirements/ Conditions:

The position requires operation of a U. S. Government-owned or leased motor vehicle, which is incidental to the work. The work requires extensive driving between work sites in the school compound. A valid State Driver's license must be maintained as a condition of employment; failure to do may result in removal from the position.

The employee must take and satisfactorily pass a physical examination prior to employment in this position. Employee must successfully pass a physical examination annually, as a condition of employment.

Must possess and maintain current pesticide applicator license from New Mexico, Arizona and Environmental Protection Agency (Navajo Nation).

This position is subject to a favorable background investigation.

This position will require travel to school locations in Arizona, occasionally in New Mexico and training.

Government Housing may be available.

In accordance with Department of Interior/Bureau of Indian Affairs' Drug-Free Workplace Program all positions required to drive motor vehicles as an assignment are "Testing Designated Positions". Therefore, as a condition of employment, incumbents of these positions are subject to random drug testing.

As authorized by Appendix A to Subpart E of Part 532 Schedule of Environmental Differential Paid for Exposure to Various Degrees of Hazards, Physical Hardships, and Working Conditions of an Unusual Nature of 5 CFR 532.511, 01/01/2014 Edition, (5 United States Code 5342), incumbent of this position is entitled to Environmental Differential for **actual exposure to hazardous work**. This is based on the fact that the incumbent performs maintenance work on water towers and tanks at extreme heights of 150 feet above the ground on a regular and recurring basis, which is within the scope of Category 15-Work at Extreme Heights covering heights of 30 meters (100 feet) or more above the ground. IAW Appendix A, incumbent would be compensated at Differential Rate of 50% of regular hourly prevailing wage rate in addition to regular earned hourly wage rate for only those hours the hazardous work is performed.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9

75 Hawthorne Street, LND-2-2
San Francisco, CA. 94015

Cleveland Sangster
P.O. Box 3751
Window Rock, AZ 86515

Friday, April 12, 2019

Dear Cleveland Sangster,

Your application has been received and was accepted by the Agency on 4/12/2019. Pursuant to 40 CFR 171.11 and EPA's certification plan for applicators of restricted use pesticides (RUPs) in Navajo Nation, you are now federally certified to apply RUPs only in Navajo Nation, subject to the same restrictions and limitations of your state certification. Your federal certification expires when your underlying state certification expires on 5/31/2021. To seek recertification, you will need to resubmit a complete application form, including a copy of your current and valid underlying certificate, to the Agency.

EPA's approval of your application and issuance of the federal certificate is based on your current certification status in the state of AZ (known as your underlying certificate). Accordingly, it is your responsibility to maintain your federal certification to apply RUPs in Navajo Nation. You also must maintain the AZ certification on which this federal certification is based. Should the state revoke, suspend, or modify your state-issued certificate, you must notify the EPA. The EPA may also revoke, suspend, or modify a certificate pursuant to 40 CFR 171.11(f). The EPA encourages you to carry both your federal and underlying certificates when purchasing or applying RUPs. Should your underlying certificate be revoked, suspended, or modified, keep a copy with your federal certificate until EPA completes a review of your federal certificate.

As a private applicator, you are federally certified to use or supervise the use of RUPs for the purpose of producing an agricultural commodity on property owned or rented by you or your employer. You may also apply on the property of another person if the application is without compensation other than trading of personal services between producers of agricultural commodities.

This plan and your federal certification are only for use of RUPs in Navajo Nation. As a federally certified applicator applying RUPs in Navajo Nation, all pesticide applications are subject to the requirements of the Federal Insecticide, Fungicide, and Rodenticide Act and its implementing regulations. Please contact the Navajo Nation EPA office to see if additional tribal requirements and restrictions apply. You are responsible for complying with applicable tribal laws and policies.

Please call (415) 947-4205 if you have any questions regarding your federal pesticide certification.

Sincerely,

Patti TenBrook
Manager Pesticides Office



Pesticide Applicator
Certification For Navajo Nation
Private Applicator

Name Cleveland Sangster

Fed App ID 09 09000018

Expiration 5/31/2021

The applicator whose name appears on this identification card has been certified by the U.S. Environmental Protection Agency to purchase, use, or supervise the use of restricted use pesticides subject to the provisions of the Federal Insecticide and Rodenticide Act as amended (7 U.S.C., 136 et. seq.) and implementing regulations of 40 CFR Part 171.

The applicator is responsible for complying with applicable tribal laws and policies.

This certificate is based on an underlying certificate from AZ. Unless otherwise indicated, all applications are subject to the limits of that certificate, including limits on categories of applications.

Non-Transferable

**Arizona Department of Agriculture
Pest Management Division**

1688 West Adams Street, Phoenix, AZ 85007

6025423578 Phone; 6025420466 Fax

<http://www.azda.gov>

Printed: 04/05/2019
Printed By: 30577

License No: 30577

Applicator Certification

ISSUED TO:

1000027558
CLEVELAND SANGSTER
P.O. BOX 3751
WINDOW ROCK AZ 86515



Licensed Categories	Expires	Status
1 - Industrial/Institutional	05/31/2021	Active
2A - Wood Destroying (Treat)	05/31/2021	Active
3 - Ornamental & Turf	05/31/2021	Active
4 - Right of Way	05/31/2021	Active
7 - Wood Preservation	05/31/2021	Active



Indian Affairs | Office of Facilities, Property and Safety Management (OPFSM)
Division of Facilities Management and Construction (DFMC)

Work Order: AB603817 (PM OF PEST CONTROL/IPM INSPECTION
SERVICE: INCLUDES SCHOOLS FACILITIES/WELL HOUSE)

CODE: AADD008440 A0E3500063.999900

JAN TO MARCH 2020

FMIS Work Ticket:

Site / Location#: IE064 / N35-06 (JEEHDEEZ A ELEMENTARY SCHOOL)
Maximo ID / Structure#: AB104352 / 812 (Pump House)
Funds / Cost Center:
Status: WAPPR
Work Type / Sybtype: FO
Parent:
Supervisor: BHANSON
Priority:

Reported By: MTEWAHONGYOMA

Phone: 928-283-2271

Report Date: 12/17/2019

Target Start:

Target Finish:

Scheduled Start: 1/8/20

Scheduled Finish: 1/8/20

Actual Start: 10:15

Actual Finish: 12:45

Cost	Total Hours	Labor Cost	Material Cost	Tool Cost	Total
Estimated:	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Actual:	0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tasks	Estimated Duration
No Planned Tasks	

Planned Labor	Task	Craft	Skill Level	Labor	Qty	Hours
No Planned Labor Records						

Planned Materials	Task	Item	Description	Qty	Unit Cost	Line Cost
No Planned Materials Records						

Planned Tools	Task	Item	Description	Qty	Hours	Line Cost
No Planned Tools Records						

Actual Labor	Task	Craft	Labor Code	Labor Name	Start Date	Hours	Line Cost
No Actual Labor Records							

Actual Materials	Task	Item	Description	Actual Date	Qty	Line Cost
No Actual Materials Records						

Actual Tools	Task	Item	Description	Entered Date	Hours	Line Cost
No Actual Tools Records						

Craftsmen		Date													
Name(s)	Hours Type														
		SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
Cleve	Travel				2										
	Work				3										

* interior spot treatment, offices, Cafeteria/Kitchen, boys/girls dorm, gym, school

* Onslaught @ 15 oz @ 1/2 gallon water



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Division of Facilities Management and Construction (DFMC)

**Work Order: AB596079 (PM OF PEST CONTROL/IPM INSPECTION
SERVICE: OCT TO DEC 2019 INCLUDES SCHOOLS FACILITIES/WELL
HOUSE)**

CODE: AADD008440 A0E3500063.999900

FMIS Work Ticket: Site / Location#: IE064 / N35-06 (JEEHDEEZ A ELEMENTARY SCHOOL) Maximo ID / Structure#: AB104352 / 812 (Pump House) Funds / Cost Center: AADD35N060 Status: WAPPR Work Type / Sybtype: FO Parent: AB107567 (STRUCTURE 812 FO SO) Supervisor: BHANSON Priority:		Reported By: MTEWAHONGYOMA Phone: 928-283-2271 Report Date: 09/24/2019 Target Start: Target Finish: Scheduled Start: 2/5/20 Scheduled Finish: 2/5/20 Actual Start: 10:00 Actual Finish: 12:15
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Cost	Total Hours	Labor Cost	Material Cost	Tool Cost	Total
Estimated:	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Actual:	0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tasks	Estimated Duration
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No Planned Tasks

Planned Labor	Task	Craft	Skill Level	Labor	Qty	Hours
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No Planned Labor Records

Planned Materials	Task	Item	Description	Qty	Unit Cost	Line Cost
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No Planned Materials Records

Planned Tools	Task	Item	Description	Qty	Hours	Line Cost
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No Planned Tools Records

Actual Labor	Task	Craft	Labor Code	Labor Name	Start Date	Hours	Line Cost
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No Actual Labor Records

Actual Materials	Task	Item	Description	Actual Date	Qty	Line Cost
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No Actual Materials Records

Actual Tools	Task	Item	Description	Entered Date	Hours	Line Cost
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No Actual Tools Records

Craftsmen		Date													
Name(s)	Hours Type				2/5										
		SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
Clone	Travel				2										
	Work				2										

• exterior treatment. main offices, kitchen/cafeteria, gym, boys/girls room, hallways, classroom not occupied.

• tempo so @ 8ml @ 1/2 gallon water.



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Work Order: AB603817 (PM OF PEST CONTROL/IPM INSPECTION
SERVICE: INCLUDES SCHOOLS FACILITIES/WELL HOUSE)

CODE: AADD008440 A0E3500063.999900		JAN TO MARCH 2020	
FMIS Work Ticket: Site / Location#: IE064 / N35-06 (JEEHDEEZ A ELEMENTARY SCHOOL) Maximo ID / Structure#: AB104352 / 812 (Pump House) Funds / Cost Center: Status: WAPPR Work Type / Sybtype: FO Parent: Supervisor: BHANSON Priority:		Reported By: MTEWAHONGYOMA Phone: 928-283-2271 Report Date: 12/17/2019 Target Start: Target Finish: Scheduled Start: 3/5/20 Scheduled Finish: 3/5/20 Actual Start: 10:30 Actual Finish: 12:40	

Cost	Total Hours	Labor Cost	Material Cost	Tool Cost	Total
Estimated:	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Actual:	0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tasks	Estimated Duration
No Planned Tasks	

Planned Labor	Task	Craft	Skill Level	Labor	Qty	Hours
No Planned Labor Records						

Planned Materials	Task	Item	Description	Qty	Unit Cost	Line Cost
No Planned Materials Records						

Planned Tools	Task	Item	Description	Qty	Hours	Line Cost
No Planned Tools Records						

Actual Labor	Task	Craft	Labor Code	Labor Name	Start Date	Hours	Line Cost
No Actual Labor Records							

Actual Materials	Task	Item	Description	Actual Date	Qty	Line Cost
No Actual Materials Records						

Actual Tools	Task	Item	Description	Entered Date	Hours	Line Cost
No Actual Tools Records						

Craftsmen		Date													
Name(s)	Hours Type														
		SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
Cleve	Travel					2									
	Work					2									

• interior spot treatment. main offices, kitchen/caterina, boys/girls room, available classrooms, hallways, facility building, door entry ways,
• Onslaught Fastcap @ .5oz @ 1/2 gallon water

January

Pest Control Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Holiday	2 Many Farms	3 Leave	4
5 	6 Dennehotso	7 Little Singer & Leupp	8 Low Mountain & Cottonwood	9 Chilchinbeto	10 Kaibeto office	11
12 	13 Black Mesa	14 Kinkchee & Nazlini	15 Seba Dalkai & Dilcon	16 Rocky Ridge & Rock Point	17 LV Kaibeto/office	18
19 	20 Holiday	21 Winslow-Dorm PINON	22 Chinle Agency & Detention Ctr.	23 Rocky Ridge & Pinon WINSLOW	24 Tonalea/office	25
26 	27 Wide Ruins & Pine Springs	28 Tuba City Brdg Sch.	29 Rough Rock	30 Navajo Mountain	31 TC Agency Bldg./office	

01

02

03

February

Pest Control - 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	Dennehotso	Leupp/Little Singer	Low Mountain/Cottonwood	Chilchinbeto	Kaibeto/office	
9	10	11	12	13	14	15
	Black Mesa	Kinlichee/Nazlini	Seba Dalkai/Dilcon	Rock Point	Leave	
16	17	18	19	20	21	22
	Holiday	Hay-dickunge Pinon TC	Chinle Agency/Detention Ctr.	Winslow	Tonalea/office	
23	24	25	26	27	28	29
	Wide Ruins/Pine Springs	Rough Rock	Navajo Mountain	LV Many Farms	Crowpoint Agency	

MARCH

Pest Control - 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Dennehotso	3 Low Mountain/Cottonwood	4 Mary Farms	5 Seba Dalkai/Dilcon	6 TCBS/Agency	7
8	9 Kinlichee/Nazlini	10 Black Mesa	11 Rock Point	12 Chikchinbeto	13 Kaibeto/office	14
15	16 Rocky Ridge	17 Chinle Agency/Detention Ctr	18 Pinon	19 TC Agency Winslow	20 TC Agency Winslow	21
22	23 Navajo Mtn	24 Wide Ruins/Pine Springs	25 Rough Rock	26 Little Single/Leupp	27 Tonalea/office	28
29	30 Dennehotso	31 Low Mountain/Cottonwood				